# Exhibit B

## **Deutsche Bank**



#### E-mail Addendum (U.S.) to Multi Market Custody Agreement

- 1. Reference is made to that certain Multi Market Custody Agreement dated as of March 7, 2014 (the "Agreement") between MADISON ASSET LLC (the "CUSTOMER") and DEUTSCHE BANK AG NEW YORK BRANCH ("DBNY" or the "BANK") (and any other specific entity or entities of Deutsche Bank Group as set forth on Schedule I of the Agreement). This Addendum shall supplement and form an integral part of the MMCA. Unless otherwise defined herein, all terms used in this E-mail Addendum (this "Addendum") shall have the meaning ascribed to them in the MMCA.
- 2. At the CUSTOMER'S request, pursuant to this Addendum and notwithstanding anything to the contrary in the MMCA, the CUSTOMER may transmit securities settlements and/or cash payment orders (each, a "Customer Instruction") or the amendment (a "Customer Instruction Amendment") or cancellation (a "Customer Instruction Cancellation", and collectively with Customer Instructions and Customer Instructions Amendments, "Instructions") of the same to the BANK by e-mail (any such Instructions received by the BANK via e-mail, an "E-mail Message"). The CUSTOMER shall not send to the BANK via E-mail Message any Instruction that has already been given to the BANK by any other method unless the BANK has confirmed that it has cancelled any previously sent Instruction at the request of the CUSTOMER.
- 3. The CUSTOMER may only send an E-mail Message under the following conditions: (i) it is impossible for the CUSTOMER to send the Customer Instruction via any of the primary methods agreed by the CUSTOMER and the BANK; and (ii) the CUSTOMER complies with the MMCA, this Addendum and any other conditions established by the BANK to accept E-mail Messages.
- 4. Any E-mail Message must fulfill the following requirements:
  - (a) Basic format requirements for all E-mail Messages

CUSTOMER shall ensure that each E-mail Message shall be sent via an official company e-mail address of the CUSTOMER with a letter attached thereto in portable document format ("PDF") (or such other format as the BANK may permit from to time by notice in writing) and titled and clearly marked "Instruction Letter." Such letter shall be on letterhead of the Customer and signed, with original signatures, by the number of authorized signatories required pursuant to <a href="Schedule A">Schedule A</a> attached hereto (and consistent with the Customer's signature authority documentation and local regulation). The names, phone numbers, fax numbers and e-mail addresses of officers or employees of the Customer authorized to send E-mail Messages ("Authorized Senders"), execute Instruction Letters attached to E-mail Messages ("Authorized Signatories") and authenticate E-mail Messages ("Authorized Authenticators") are set forth on <a href="Schedule A">Schedule A</a> attached hereto. Each E-mail Message shall have a separate spreadsheet ("Instruction Spreadsheet"), in a file format acceptable to the BANK, with any Instruction, up to a maximum of twenty (20) Instructions. Each Instruction, so attached, must be clearly marked as a "Securities Settlement" and/or "Payment Order", "Amendment" or "Cancellation", and bear a specific and unique reference number of the Instruction.

(b) Content requirements for E-mail Messages

Each Instruction must contain all details corresponding to those which would have been specified in the relevant Instruction if given in the form of a SWIFT message or message via another electronic/internet system/facility acceptable to the Bank. Each such E-mail Message containing a Customer Instruction Amendment or Customer Instruction Cancellation shall specify (i) the unique reference number of the original Customer Instruction, (ii) the value date and all the relevant details of the Customer Instruction and (iii) include an Instruction Letter signed by Authorized Signatories.

Each file attached to an E-mail Message (the Instruction Letter and the Instruction Spreadsheet) must be password protected, and such password must:

(i) be a minimum of 8 characters;

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- (ii) contain a combination of alpha and numeric characters; and
- (iii) contain both upper and lower case alpha characters.
- (c) Signature requirements

Each Instruction Letter contained in an E-mail Message shall be signed by signatories as set forth on Schedule A attached hereto in accordance with the client's signature authority documentation and local regulation.

The name and title of each such Authorized Signatory must be written (or stamped) underneath or next to each of his/her original signature(s) in any Instruction Letter attached to an E-mail Message.

(d) Communication requirements for E-mail Message

Each E-mail Message shall be sent by the CUSTOMER to the group e-mail DSS.US@DB.COM or to any other one the BANK may otherwise specify in writing at any time to the CUSTOMER. Receipt of any such Instructions by the BANK to any other e-mail address may be disregarded by the BANK as E-mail Messages hereunder.

(e) Callback Procedure

The E-mail Message must be confirmed pursuant to the telephone callback procedure set forth described in <u>Section 5</u> hereof.

- 5. The BANK shall confirm without undue delay the receipt and the details of each E-mail Message on the telephone by calling an Authorized Authenticator, which shall be different from the Authorized Sender and Authorized Signatories for any particular E-mail Message.
- 6. The BANK is authorized by the CUSTOMER to process any Instruction received by an E-mail Message hereunder if the BANK has verified such E-mail Message pursuant to the security procedure(s) described in Section 5 hereof and the Instruction Letter attached to such E-mail Message seems to bear signatures in accordance with Section 4(c) above, which appear on their face in the view of the BANK to correspond to the signatures of the respective Authorized Signatories for the CUSTOMER. The CUSTOMER hereby agrees that the security procedure(s) described in Section 5 hereof are commercially reasonable. In no event shall the BANK be liable for any failure or delay in the performance of its obligations under this Addendum due to the unavailability of communications or computer facilities, the failure of equipment, any interruption of communications or computer facilities or any attachment to an E-mail Message being in a file format unsupported by the BANK. In no event shall the BANK be liable for any bounce-back of any e-mail due to any reason, including, without limitation, e-mail attachment limits as may be in effect from time to time.
- 7. The BANK may decline to process any Instruction contained in an E-mail Message if it does not comply with the requirements of <a href="Section 4">Section 4</a> hereof or if any part of the E-mail Message is not clearly legible or appears on its face to be ambiguous, contradictory or in any other way inconsistent. In such case, the BANK will contact by telephone an Authorized Authenticator. The BANK shall be entitled, in its reasonable discretion, to demand a new E-mail Message or to accept the E-mail Message on the basis of the telephone confirmation.
- 8. The CUSTOMER will only use an E-mail Message as a method of transmitting Instructions rather than more secure methods when needed for contingency purposes.
- 9. The CUSTOMER is liable for any Instruction purporting to be in the name of the CUSTOMER and received as an E-mail Message by the BANK, regardless of whether in fact it has been authorized by the CUSTOMER, if the BANK has verified that Instruction in accordance with the procedures described in <a href="Section 6">Section 6</a> above. The CUSTOMER agrees to indemnify and hold harmless the BANK from any and all claims, losses, liabilities, damages, judgments, costs or expenses (including reasonable attorney's fees) incurred or suffered by the BANK as a result of or in connection with its acceptance, processing or execution of any Instruction received via E-mail Message and verified or confirmed in accordance with the provisions of this Addendum, except to the extent of its gross negligence or willful misconduct.

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- 10. This Addendum shall form an integral part of the MMCA. The MMCA shall be deemed to be amended hereby to the extent necessary to give effect to the terms and conditions of this Addendum, provided that in the event of any conflict between the provisions of the MMCA existing prior to the effective date of this Addendum and the provisions of this Addendum, the provisions of this Addendum shall govern. Except to the extent that the MMCA is modified by this Addendum, the MMCA is hereby ratified and confirmed in all respects.
- 11. No amendment or waiver of any provision of this Addendum and no consent to any departure by CUSTOMER therefrom shall in any event be effective unless the same shall be in writing and signed by the BANK, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Schedule A attached hereto may be amended from time to time by CUSTOMER by delivery to BANK of a letter from authorized signatories attaching a revised Schedule A; provided that the BANK shall be entitled to conclusively rely on the then current Schedule A until receipt of a revised Schedule A by an officer of the BANK responsible for the administration of the MMCA.
- 12. The BANK may suspend the operation of the service under this Addendum or terminate this Addendum upon notice to the CUSTOMER, in which case the CUSTOMER may send Instructions only in accordance with those other security procedures selected by the CUSTOMER on Schedule A to the MMCA; provided that the BANK is authorized to process any Instructions received by it via E-mail Message prior to any such suspension or termination.
- 13. This Addendum shall be governed by the laws of the State of New York.
- 14. This Addendum may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Addendum and of signature pages by facsimile or electronically in PDF transmission shall constitute effective execution and delivery of this Addendum as to the parties hereto and may be used in lieu of the original Addendum for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically in PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed and delivered by officers thereof duly authorized as of the date first above written.

MADISON ASSÉT LLC (CUSTOMER)	DEUTSCHE BANK AG NEW YORK BRANCH
By:  Name:  Dinzero  Title:	By:
By:	Name: Anthony T. Toscano  Managing Director

 ${}^*$ One or two signatures, in accordance with CUSTOMER's authorization for signature authority.

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#### Schedule A

Each Instruction Letter shall bear an original signature of the number of Authorized Signatories required by the organizational documents of the Customer provided to the Bank. An officer or employee of the Customer may be authorized to send, sign, and authenticate; provided that for any particular E-mail Message, the Authorized Authenticator <u>must be different</u> than the Authorized Sender or the Authorized Signatory.

Authorized Sender	Authorized Signer	Authorized Authenticator
Name: 605 TAVO	The stus	/
Name: Stacon		4
Phone Number:		51//
Fax Number:		1/wy
A CONTRACTOR OF THE PROPERTY O	Signature	Specimen
E-mail Address: Truji llo @	2 madisonaduso	· com
Authorized Sender	Authorized Signer	Authorized Authenticator
Name: SO TiA DIAZ	MOEL	
Title: OPENATION	15	
Phone Number:		0.0
Fax Number:		82/4
E-mail, Address: so ha. diazvaldez (	Signature:	Specimen
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Authorized Sender	Authorized Signer	Authorized Authenticator
Name:		
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Phone Number:		
Fax Number:	Cignature	Specimen
E-mail Address:	Signature	ореанен
The undersigned certifies and ackr	nowledges the above specimen	signatures are accurate and approved to correspon
with Deutsche Bank US Custody a		/ /
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[Schedule A to E-mail Addendum (U.S.) to Multi Market Custody Agreement]

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